



March 10, 2020

Board of Public Works & Safety  
20 North Sixth Street  
Lafayette, IN 47901

Dear Board Members:

You have before you the Contract and Notice to Proceed with Miller Pipeline, LLC for the Teal Road Water Main Relocation project. The Contract is in the amount of \$189,567.50. This is for replacement of water main on Teal Road from 18<sup>th</sup> Street east approximately 900' and across Teal Road to Tecumseh Middle School.

The Notice to Proceed will commence on March 30, 2020 with the date for Substantial Completion set for June 28, 2020 and Final Completion on July 28, 2020.

This has been reviewed by our City Attorney and I would request your approval.

Thank you,

A handwritten signature in black ink that reads "Kerry J. Smith". The signature is written in a cursive, flowing style.

Kerry J. Smith, Superintendent  
Lafayette Water Works

## CONTRACT

THIS CONTRACT, made the 10 day of March, 2020, by and between

Miller Pipeline, LLC, hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE 1.     SCOPE OF WORK.             The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

### **TEAL ROAD WATER MAIN RELOCATION**

for the Owner, all in strict accordance with the Bid Documents which include Drawings and Specifications, including any and all addenda, prepared by City of Lafayette, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other Bid Documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II.     THE CONTRACT PRICE.       Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds equal to the sum of the quantities of each pay item completed times the unit price amounts stated in the Contractor's Bid, a copy of which is attached hereto. The Contract Price is \$189,567.50 as based on the estimated project quantities and unit prices included in Contractor's bid. The final contract amount will be based on the actual quantities installed times the bid unit prices per the provisions of the contract

ARTICLE III.    COMPONENT PARTS OF THIS CONTRACT.       This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1.     Construction Contract
2.     Contractor's Proposal
3.     Bidder Requirements
4.     Specifications (including Addenda)
5.     General Conditions
6.     Construction Drawings

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV.     GUARANTEE.             The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense,

remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in 3 original counterparts the day and year first above written.

Miller Pipeline, LLC  
Contractor

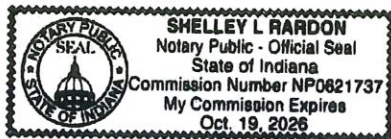
Signature 

Name \_\_\_\_\_

Title \_\_\_\_\_

(SEAL) State of Indiana  
County of Marion

Attest:  
  
Notary Public  
My Commission Expires: 10/19/26



City of Lafayette, IN  
Board of Public Works and Safety  
Owner

By \_\_\_\_\_  
Gary Henriott, President

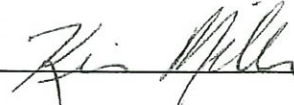
\_\_\_\_\_  
Norm Childress

\_\_\_\_\_  
Amy Moulton

\_\_\_\_\_  
Cindy Murray

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Ron Shriner

(SEAL)

Attest:   
3/10/20  
Date